

# **Exhibit A**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE:

Case No. 00-3299

CORAM HEALTHCARE,

824 Market Street  
Wilmington, DE 19801

Debtor,

March 3, 2003  
9:30 A.M.

TRANSCRIPT OF TRUSTEE'S MOTION FOR AUTHORIZATION TO REJECT  
THE EXECUTORY CONTRACT OF DANIEL CROWLEY  
BEFORE THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

For the Trustee:

Schnader Harrison Segal & Lewis,  
LLP

By: BARRY E. BRESSLER, ESQ.

WILBUR KIPNES, ESQ.

RICHARD BARKASY, ESQ.

1600 Market Street, Suite 3600  
Philadelphia, PA 19103

Weir & Partners

By: JOHN B. YORK, ESQ.

824 Market Street Mall, Suite 101

P.O. Box 708

Wilmington, DE 19899

Office of the U.S. Trustee

By: RICHARD SCHEPACARTER, ESQ.

J. Caleb Boggs Federal Building

844 King Street, Lockbox 35

Wilmington, DE 19801

Audio Operator:

Jennifer M. Patone

Proceedings recorded by electronic sound  
recording, transcript produced by transcription service.

J&J COURT TRANSCRIBERS, INC.

268 Evergreen Avenue

Hamilton, New Jersey 08619

E-mail: [jjcourt@optonline.net](mailto:jjcourt@optonline.net)

(609) 586-2311

Fax No. (609) 587-3599

Adams - Direct

14

1 A Oh, maybe a week or so after I was appointed. The first  
2 thing I did after I was appointed was to read carefully the  
3 opinions written by Her Honor relating to this matter, and then  
4 I called Mr. Crowley and arranged to go to Denver, told him I  
5 wanted to meet with him and his entire staff, and he set that  
6 meeting up. I forget the date, but it was some time in the  
7 latter part of March. And I went out to Denver and talked with  
8 Mr. Crowley for, I don't know, two hours, maybe three hours,  
9 and then met with the entire staff, first collectively, but  
10 then I asked that I be given the opportunity to meet with each  
11 of the executive staff individual and on a private basis.

12 Q It is accurate that of the -- approximately the 2,100  
13 employees that Coram has, about 100 are in Denver.

14 A About that.

15 Q But members of the senior executive were brought in from  
16 elsewhere around the country to meet with you?

17 A They were, and there were approximately fifteen. I can't  
18 tell you precisely the number.

19 Q When you first met with Mr. Crowley was there any  
20 discussion of Her Honor's opinion or of his then current  
21 relationship with Cerberus?

22 A There was. Almost the first thing I did with Mr. Crowley  
23 was to ask him about the conflicts and that had been referred  
24 to in the opinions that I've just averted to, and he assured me  
25 that he had no further contractual relationship with Cerberus

Adams - Direct

15

1 except for the remaining claim under the contract for work that  
2 he had done prior to my appointment that had nothing to do with  
3 Coram, and I made it clear to him that he could not take any  
4 compensation from Cerberus for anything except that claim and  
5 that he could not spend any time that he would ordinarily be  
6 devoting to Coram in order to deal with any of the remaining  
7 Cerberus matters.

8 He gave me that assurance.

9 Q Did he also discuss with you that that he still had some  
10 talking relationship with Cerberus?

11 A He did. He said from time to time Cerberus asked him to  
12 give his comments or opinions about matters that came to their  
13 attention, and I said, "Well, you could do that, but you have to  
14 make sure that those matters could have nothing to do with  
15 Coram, couldn't be a competitive situation or anything of the  
16 sort," and the reason why I gave them -- him that opportunity,  
17 although I was mindful of the judge's concerns, was I knew he  
18 had a substantial claim against Cerberus, and I didn't want to  
19 do anything to prejudice that claim. I didn't think that was  
20 fair on my part.

21 And I knew that if I was going to succeed as a Trustee it  
22 was important to have a good relationship, not only with Mr.  
23 Crowley, but all of his people. And that's the style that I  
24 use in handling these matters. Some people don't use that  
25 style. Mr. Levy, for example, uses a very confrontational

Adams - Redirect

70

1 THE COURT: Sustained.

2 BY MR. BRESSLER:

3 Q What were your views as to the inquiry into the continued  
4 possible conflict?

5 A I instructed you and your colleagues to be very attentive  
6 to that issue. I knew of the judge's position, and I had every  
7 intention to adhere very closely to that. And if I couldn't  
8 take care of the details, I expected you and your associates to  
9 do so.

10 Q Have you seen anything in the documents and unsent drafts  
11 that Mr. Levy has shown you that is not consistent with Mr.  
12 Crowley's representation to you that he's no longer getting  
13 paid by Cerberus?

14 A I have seen nothing. If I did, I would be upset about it  
15 and probably take steps.

16 Q What is the current level of authority that any of the  
17 officers of Coram have to write checks or spend money without  
18 your approval?

19 A I think the level is \$50,000. I approve everything above  
20 -- from 50,000 up.

21 Q You don't have to know what services Mr. Crowley may have  
22 been claiming monies from Cerberus for to know that he told you  
23 they were not for Coram work; is that correct?

24 MR. LEVY: Objection, leading.

25 THE COURT: Overruled, but it could be clarified.

Crowley - Redirect

109

1 If Judge Walrath decides against that, then I'll decide  
2 what I want to do. I don't know what that is.

3 Q Thanks a lot, Mr. Crowley.

4 THE COURT: Any redirect?

5 MR. KIPNES: Very briefly, Your Honor.

6 REDIRECT EXAMINATION

7 BY MR. KIPNES:

8 Q Mr. Crowley, would you turn to Equity Committee-8? Equity  
9 Committee 8.

10 A Yes, sir.

11 Q The exhibit you marked is Equity Committee 8, the May 6,  
12 2002 draft. Would you turn to the third page.

13 A Yes.

14 Q Let's establish that Mr. Schreiber wrote those words,  
15 correct?

16 A He wrote them.

17 Q When did you see them?

18 A Last week Mr. Schreiber showed them to me.

19 Q What did you say to MR. Schreiber when you read the five  
20 lines that appear on the third page of Equity Committee Exhibit  
21 8?

22 A I --

23 Q A verbatim response it not required.

24 A -- really --

25 Q Just what did you tell him?

Crowley - Recross/Levy

110

1 A I was really angry. I -- this is bullshit. I'm sorry. I  
2 apologize to the Court.

3 Q Did you have any conversation at that time with Mr.  
4 Schreiber about the accuracy of what appears on that page?

5 A I did.

6 Q And what did you say?

7 A This is absolutely wrong. It's not in context with that  
8 meeting. None of this happened. Where in the hell did you get  
9 this? And why am I looking at it a year later, an insert that  
10 I've never seen before? What is this about?

11 Q Does Cerberus owe you any money in your view for any work  
12 you have done at any time from the date of your birth to now  
13 that has anything to do with Coram?

14 A Not a penny.

15 MR. KIPNES: No further questions.

16 RECROSS EXAMINATION

17 BY MR. LEVY:

18 Q Perhaps I misunderstood you, Mr. Crowley. I thought you  
19 had testified that after you wrote the May 6 letter and  
20 discussed it and the third page, Page 65, with Mr. Schreiber;  
21 is that not your testimony?

22 A Mr. Levy, I told you I hadn't seen this thing in over a  
23 year, that the only time I've seen it since I thought it was  
24 thrown away, I sent it to my lawyer. I did Draft Two, was  
25 ready to send it. I cooled down the next day, in the trash it

Decision

198

1 THE COURT: Because the ramifications of my decision  
2 may have an impact on that.

3 MR. LEVY: Thank you very much, Your Honor.

4 THE COURT: All right?

5 We'll stand adjourned.

6 UNIDENTIFIED ATTORNEY: Thank you, Your Honor.

7 (Recording ends)

8 \* \* \*

9 C E R T I F I C A T I O N

10 I, Betsy Wolfo, certify that the foregoing is a  
11 correct transcript from the electronic sound recording of the  
12 proceedings in the above-entitled matter.

13  
14 Betsy Wolfo  
15 Betsy Wolfe

March 9, 2003  
Date

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17  
18  
19  
20  
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22  
23  
24  
25



# **Exhibit B**

**M U C H S H E L I S T**

**ATTORNEYS AT LAW**  
191 N. WACKER DRIVE  
SUITE 1800  
CHICAGO, IL 60606.1615

T 312.521.2000  
F 312.521.2200

[www.muchshelist.com](http://www.muchshelist.com)

- DIRECT DIAL:  
312.521.2699  
[jward@muchshelist.com](mailto:jward@muchshelist.com)

February 21, 2003

VIA FACSIMILE (212) 593-5955

Michael Cook  
Schulte Roth & Zabel, LLP  
900 3rd Avenue  
New York, New York 10022



Re: Coram Healthcare Corp., et al.

Dear Mike:

This is to confirm my telephone conversation with you and Howard Godnick this morning in which you confirmed that you had checked with your client and with the documents in your possession and no version of the letter represented by documents CRX00063-65 or CRX00071-73 was ever received by your client and no copy of that letter or any version of it was received by your client or exists in the Cerberus documents in your possession.

As I informed you, we will be filing a motion to have the unsent drafts returned. It will be filed Monday, because Richard Levy has not yet responded to our request that he agree to return the documents voluntarily.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Ward". The signature is written over a large, loopy circular flourish.

John H. Ward

slw

**CROWLEYKVN 008470**

Much Shelist Freed Denenberg Ament & Rubenstein, P.C.

# Exhibit C

## Page 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

ARLIN M. ADAMS, Chapter 11 )  
Trustee of the )  
Post-Confirmation )  
Bankruptcy Estates of CORAM )  
HEALTHCARE CORPORATION, a )  
Delaware Corporation, and )  
of CORAM, INC., a Delaware )  
Corporation, )  
Plaintiff, )  
vs. ) No. 04-1565 )  
DANIEL D. CROWLEY; DONALD )  
J. AMARAL; WILLIAM J. )  
CASEY; L. PETER SMITH; and )  
SANDRA L. SMOLEY, )  
Defendants. )

The videotaped deposition of SCOTT SCHREIBER, called by Plaintiff, for examination, pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions taken before Stephanie A. Battaglia, CSR and Notary Public in and for the County of DuPage and State of Illinois, at 55 West Monroe Street, Chicago, Illinois, on March 21, 2007, 10:37 a.m.

## Page 2

1 PRESENT:  
2 SCHNADER, HARRISON, SEGAL & LEWIS, LLP  
3 BY: MR. RICHARD A. BARKASY and  
4 MR. BARRY E. BRESSLER  
5 Woodland Falls Corporate Park  
6 220 Lake Drive East, Suite 200  
7 Cherry Hill, New Jersey 08002-1165  
8 (856) 482-5721 / FAX: (856) 482-6980  
9 e-mail: rbarkasy@schnader.com  
10 bressler@schnader.com  
11 appeared on behalf of Plaintiff Arlin M.  
12 Adams, Chapter 11 Trustee of Coram Healthcare  
13 Corporation and Coram, Inc.;  
14 KEKER & VAN NEST, LLP  
15 BY: MR. ELLIOT R. PETERS and  
16 MR. GARRETT A. LYNCH  
17 710 Sansome Street  
18 San Francisco, California 94111  
19 (415) 391-5400 / FAX: (415) 397-7188  
20 e-mail: epeters@kvn.com  
21 glynych@kvn.com  
22  
23 appeared on behalf of Defendant  
24 Daniel Crowley.

15 ALSO PRESENT:  
16 Mr. Bruce Witty, CLVS  
17 Thompson Court Reporters  
18  
19  
20  
21  
22  
23  
24

## Page 3

1	WITNESS:	I N D E X	PAGE:
2	Scott Schreiber		8
3	EXAMINATION BY:		
4	Mr. Barkasy	8, 178	
5	Mr. Peters	131, 200	
6	SCHREIBER DEPOSITION EXHIBITS		
7	Exhibit 1	Biography of Scott Schreiber No Bates Nos.	14
8	Exhibit 2	Letter to A. Adams from S. Schreiber re: Coram Healthcare 4-2-2002.	22
9	Exhibit 3	Bates No. CROWLEYKVN 014088 - Bates No. CROWLEYKVN 014089 Letter to M. Cook from S. Schreiber re: Coram Healthcare 2-18-2002	26
10	Exhibit 4	Bates No. CROWLEYKVN 014090 - Bates No. CROWLEYKVN 014091 E-mail to S. Schreiber from M. Cook re: Crowley 4-5-2002 Bates No. CERB 20092	32
11	Exhibit 5	Suspension letter of Agreement 12-27-2001 Bates No. CRX 00752	35
12	Exhibit 6	E-mail to S. Schreiber from C. Reid re: Proposed Termination Agreement (Crowley) 4-10-2002 Bates No. CROWLEYKVN 001831	37

## Page 4

1		EXHIBITS (Cont'd.):	
2	Exhibit 7	Letter to M. Cook from S. Schreiber with attached agreement to terminate employment agreement between D. Crowley and Cerberus 5-21-2002 Bates No. CROWLEYKVN 001732 - Bates No. CROWLEYKVN 001733	38
3			
4			
5			
6	Exhibit 8	Letter to S. Schreiber from M. Cook re: Cerberus Capital Management/ D. Crowley 9-20-2002 Bates No. CROWLEYKVN 000609 - Bates No. CROWLEYKVN 000608	41
7			
8			
9			
10	Exhibit 9	Letter to Cerberus Capital Management from S. Schreiber 9-20-2002 Bates No. CROWLEYKVN 000607	43
11			
12	Exhibit 10	Letter to S. Feinberg from D. Crowley re: Employment Agreement 8-20-2002 Bates No. CRX 00816	51
13			
14			
15	Exhibit 11	Letter to B. Bressler from S. Sims re: Dan Crowley 10-18-2002 Bates No. CROWLEYKVN 014083 - Bates No. CROWLEYKVN 014085	53
16			
17			
18			
19	Exhibit 12	Letter to S. Schreiber from B. Bressler re: Letter Agreement 12-24-2002 No Bates Nos.	55
20			
21			
22	Exhibit 13	Letter from B. Bressler to S. Schreiber re: Letter Agreement 1-7-2003	56
23			
24			

Page 161

1 whether or not a lawyer that was an equity committee  
2 of Coram represented by a gentleman named Richard  
3 Levy?  
4 A. Yes.  
5 Q. And were you aware as of the time that  
6 you were negotiating this agreement, Schreiber 13,  
7 whether Mr. Levy had on numerous occasions requested  
8 that a lawsuit be filed against Steve Feinberg,  
9 Dan Crowley, and others?  
10 A. I was well aware of that, yes.  
11 Q. Did you ever discuss that with  
12 Mr. Bressler?  
13 A. Yes.  
14 Q. Did you ever discuss that with  
15 Arlin Adams?  
16 A. No.  
17 Q. But you discussed it with -- withdrawn.  
18 When you discussed it with Mr. Bressler  
19 did you understand that Mr. Bressler was speaking on  
20 behalf of the Trustee, Mr. Adams?  
21 A. Yes.  
22 Q. Now, under this agreement, under  
23 Paragraph 1, is it a fair statement that Mr. Crowley  
24 would give up certain claims that he had against Coram

Page 162

1 for money, but he would receive \$2 million from Coram?  
2 A. \$2 million, plus releases.  
3 MR. BARKASY: Object.  
4 BY MR. PETERS:  
5 Q. And then the next paragraph says that  
6 "Dan will release the Trustee," and it goes on to say  
7 "And the Trustee and debtors will in turn release Dan  
8 from all proposed derivative claims and any other  
9 claims arising out of or related to such proposed  
10 derivative claims that the Trustee, Coram, any  
11 subsidiary, or any committee or entities claiming  
12 through them may have against Dan." Do you see that?  
13 And was that a term that you negotiated  
14 with Mr. Bressler?  
15 A. Yes.  
16 Q. And was the Trustee, as expressed by  
17 Mr. Bressler, willing to give Dan Crowley that broad  
18 release?  
19 A. Yes.  
20 MR. BARKASY: Object to form.  
21 BY MR. PETERS:  
22 Q. Did you understand that to be, in  
23 essence, a promise not to sue Dan Crowley?  
24 A. Yes.

Page 163

1 MR. BARKASY: Object to form.  
2 BY MR. PETERS:  
3 Q. Is this document -- well, what  
4 understanding did you have based upon that language  
5 that the promise that was being made to Mr. Crowley in  
6 this document with respect to any further lawsuits  
7 against him in the future?  
8 MR. BARKASY: Object to form. There were  
9 so many instructions not to answer as to his  
10 understanding of things, that I have an objection to  
11 questions related to what Mr. Schreiber's  
12 understanding was.  
13 MR. PETERS: Let me rephrase it then.  
14 BY MR. PETERS:  
15 Q. In this document did Arlin Adams agree  
16 not to sue Dan Crowley?  
17 MR. BARKASY: Object to form. Calls for  
18 a legal conclusion on behalf of Mr. Schreiber.  
19 THE WITNESS: I think the letter speaks  
20 for itself.  
21 BY MR. PETERS:  
22 Q. Was it significant in your negotiations  
23 with Mr. Bressler that Arlin Adams agreed to give  
24 Dan Crowley the release?

Page 164

1 A. Yes.  
2 Q. Did Mr. Bressler agree to do so on behalf  
3 of the Trustee?  
4 A. Mr. Bressler, yes, entered into this  
5 letter agreement.  
6 Q. Who actually wrote Schreiber 13?  
7 A. Well, I think Mr. Bressler did, actually.  
8 In fact, I am pretty certain he did.  
9 Q. And then that signature at the bottom of  
10 the second page, that is Arlin Adams' signature?  
11 A. Yes, I understand that is. I have never  
12 seen him sign anything, but I understand that is his  
13 signature.  
14 Q. And we are now here today in a lawsuit  
15 that Arlin Adams has brought against Dan Crowley?  
16 A. Yes.  
17 MR. PETERS: I am going to turn to a new  
18 topic. Does anybody want to take five minutes or  
19 should we keep going?  
20 THE WITNESS: Go.  
21 MR. PETERS: Is that okay with everybody?  
22 MR. BARKASY: Yes.  
23 BY MR. PETERS:  
24 Q. I want to ask you some questions about

Pages 161 to 164

Page 165

1 Schreiber 15 and 16.  
2 A. Yes.  
3 Q. First of all, putting aside the question  
4 of waiver, did you have any doubt back in February  
5 of 2003 that these were both privileged?  
6 A. I had no doubt that these were  
7 privileged.  
8 Q. And do you know how they came to be  
9 produced to the equity committee?  
10 A. Yes.  
11 Q. Were you personally involved in that  
12 document production?  
13 A. No.  
14 Q. Why not?  
15 A. Because on February 12th of '02 I filed  
16 five Chapter 11 bankruptcy cases in Chicago and  
17 sometime a couple of days later I filed three -- two  
18 or three bankruptcy cases in Peoria, Chapter 11 cases.  
19 I had two huge mega-cases going on simultaneously. I  
20 was working 20 hours a day on two Chapter 11s. And  
21 the document production request came in, I asked my  
22 partner's, Mr. Valiulis and Mr. Ward, to please handle  
23 this. I just couldn't find the time of day to go  
24 home.

Page 167

1 Q. Fair enough. Let me rephrase the  
2 question.  
3 Was a request made to the Trustee to your  
4 knowledge that the documents be returned?  
5 A. Yes. I am sorry, I believe it was  
6 Mr. Ward, it might have been me, but there was a  
7 request made from someone in my firm to return these  
8 documents.  
9 Q. What was the response of the equity  
10 committee's lawyer, Mr. Levy?  
11 A. No, they would not return the documents.  
12 MR. BARKASY: The questions I didn't  
13 object to them, the previous questions were directed  
14 towards demand to the Trustee to return the documents,  
15 your last question was Mr. Levy's response. So I --  
16 MR. PETERS: You know what -- I think I  
17 meant to refer to the equity committee and I misspoke.  
18 Let me go back.  
19 BY MR. PETERS:  
20 Q. Were requests made by persons at Much,  
21 Shellist to the equity committee's lawyers that the  
22 documents be returned?  
23 A. Yes.  
24 Q. And what was the response?

Page 166

1 Q. And do you have an understanding of what  
2 happened and how these documents came to be produced?  
3 A. They produced them, yes.  
4 Q. And did they do so inadvertently?  
5 A. Certainly.  
6 MR. BARKASY: Object to the form.  
7 BY MR. PETERS:  
8 Q. Can you explain to us what your  
9 understanding is of how they came to be produced?  
10 MR. BARKASY: Object to the form.  
11 THE WITNESS: Mr. Peters, I don't know  
12 how they came to be produced. All I know is that they  
13 were produced. And when I found out that they were  
14 produced I was shocked, floored, humiliated,  
15 embarrassed, angry, and I asked my partners how it was  
16 that these were produced, and they told me that they  
17 produced them by mistake.  
18 BY MR. PETERS:  
19 Q. It was a mistake and it shouldn't have  
20 happened?  
21 A. It should not have happened.  
22 Q. Did you request of the Trustee that he  
23 return those documents?  
24 A. Yes. Well, I didn't, but Mr. Ward did.

Page 168

1 A. No, they would not return these  
2 documents.  
3 Q. Did you -- were any discussions had with  
4 counsel for the Trustee about whether they would agree  
5 to return the documents?  
6 A. I believe there were those discussions.  
7 Q. What do you recall about those  
8 discussions?  
9 A. Just recall that there were discussions  
10 and the Trustee's counsel agreed to return the  
11 documents.  
12 Q. Did the Trustee's counsel ever express to  
13 you an opinion about whether or not those documents  
14 were privileged?  
15 MR. BARKASY: Object to form.  
16 THE WITNESS: I really don't recall.  
17 BY MR. PETERS:  
18 Q. Do you recall discussing this issue with  
19 Mr. Bressler?  
20 MR. BARKASY: Object to form.  
21 THE WITNESS: No. I just don't recall.  
22 BY MR. PETERS:  
23 Q. Was a motion prepared for the return of  
24 these documents?

Page 173

1 this was discovered, and whether or not -- and I don't  
2 recall whether that conversation also included whether  
3 or not a motion like this should be filed.

4 BY MR. PETERS:

5 Q. Do you recall either Mr. Bressler or  
6 Mr. Kipnes suggesting to you that from a tactical  
7 standpoint in light of the upcoming motion hearing it  
8 would be a good idea not to file this motion?

9 MR. BARKASY: Objection to form.

10 BY MR. PETERS:

11 Q. And that it would just create more  
12 problems than it would solve?

13 MR. BARKASY: Object to form, no  
14 foundation.

15 THE WITNESS: You know, I can't recall  
16 specifically.

17 I will tell you that everything we did in  
18 connection to this matter was done in lockstep with  
19 the Trustee's counsel. But can I recall specific  
20 conversation, no.

21 But I will tell you that everything from  
22 the pleadings on the termination pay to this motion to  
23 the hearing was done where we were in lockstep with  
24 them and subordinate to them.

Page 174

1 BY MR. PETERS:

2 Q. So based on your recollection of the  
3 working relationship that you had with the Trustee's  
4 counsel during this time period, do you have an  
5 understanding of whether you would have made a  
6 decision not to file this motion for return of the  
7 privileged documents without first consulting  
8 Mr. Bressler and Mr. Kipnes?

9 MR. BARKASY: Objection to form of the  
10 question.

11 THE WITNESS: I am certain we consulted  
12 with Mr. Bressler and Mr. Kipnes before we made a  
13 decision whether or not to file this motion, and I am  
14 certain that their opinion on that decision influenced  
15 our ultimate decision.

16 BY MR. PETERS:

17 Q. And when you say our ultimate decision,  
18 you are referring to yourself and your partners at  
19 Much, Shelist?

20 A. Correct.

21 If we did not file this motion it was  
22 because we did not think that they would support this  
23 and they believed it was good that we didn't file this  
24 motion. If we did file this motion it was because

Page 175

1 they believed we should file this motion.

2 Q. Now, the subpoena in connection with  
3 which these privileged documents were produced, was  
4 that served specifically in connection with this  
5 hearing to approve the agreements,  
6 Schreiber 12 and 13?

7 A. Yes.

8 I don't know if it was ultimately served  
9 that way or if it was narrowed down through subsequent  
10 conversations that Trustee's counsel, we Cerberus, and  
11 equity committee counsel all subsequently had.

12 Q. And did you ever discuss with the  
13 Trustee's counsel whether you had a commonality of  
14 interest with the Trustee with respect to this  
15 March 3rd hearing?

16 A. I am not sure that we ever used those  
17 exact words, but we all agreed that we had a common  
18 interest in the outcome of this hearing and no one  
19 party would go it alone.

20 Q. And at the hearing did the lawyers for  
21 the Trustee, meaning Mr. Bressler, Mr. Kipnes, did  
22 they take the lead at the hearing?

23 MR. BARKASY: Objection to form.

24 THE WITNESS: Yes.

Page 176

1 They not only took the lead, they ran the  
2 show. And whether they told me -- they never told me  
3 directly, but it was very clear that this was their  
4 show, this was their hearing. My client wasn't -- my  
5 client was just tangentially affected. This was their  
6 motion. This wasn't my client's motion.

7 BY MR. PETERS:

8 Q. Mr. Crowley, we can see from the  
9 transcript, testified at the hearing.

10 Was he prepared to testify at the hearing  
11 by any lawyers?

12 A. Yes.

13 Q. By whom?

14 A. By Mr. Ward, Mr. Bressler -- I don't know  
15 if it was Mr. Bressler or Mr. Kipnes, but -- I guess  
16 Mr. Bressler is shaking his head, it must have been  
17 Mr. Kipnes, and Mr. Ward and I prepared Mr. Crowley  
18 before the hearing.

19 Q. In those meetings -- withdrawn.

20 How long did those meetings last in which  
21 Mr. Crowley was prepared to testify?

22 A. Not as long as this deposition, but it  
23 was a large part of a day.

24 Q. Who took the lead in those meetings?



Page 201

1 that you had always acted in the best interests of  
2 Mr. Crowley. Do you recall that?  
3 A. Yes.  
4 Q. And is it a fair statement that what you  
5 mean by that is you always intended to act in the best  
6 interests of Mr. Crowley?  
7 A. Yes.  
8 Q. But if a mistake was made that might have  
9 harmed Mr. Crowley that would be unintentional but  
10 that might have happened?  
11 MR. BARKASY: Object, leading.  
12 THE WITNESS: A mistake by its nature is  
13 unintentional. I never intended to do anything that  
14 would hurt Mr. Crowley.  
15 MR. PETERS: I have nothing further.  
16 MR. BARKASY: I don't have anything  
17 further at this time.  
18 I of course reserve rights with regard to  
19 the numerous instructions not to answer.  
20 THE VIDEOGRAPHER: This marks the end of  
21 Tape 3, Volume 1, in the deposition of Scott  
22 Schreiber.  
23 Going off the record at 5:22 p.m.  
24 MS. REPORTER: Signature?

Page 202

1 MR. PETERS: We will reserve signature.  
2 (WHICH WERE ALL OF THE PROCEEDINGS HAD OR  
3 TAKEN PLACE IN THE ABOVE-ENTITLED MATTER.)  
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Page 203

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF DELAWARE  
3 ARLIN M. ADAMS, Chapter 11 )  
4 Trustee of the )  
5 Post-Confirmation )  
6 Bankruptcy Estates of CORAM )  
7 HEALTHCARE CORPORATION, a )  
8 Delaware Corporation, and )  
9 of CORAM, INC., a Delaware )  
10 Corporation, )  
11 Plaintiff, )  
12 vs. ) No. 04-1565  
13 DANIEL D. CROWLEY; DONALD )  
14 J. AMARAL; WILLIAM J. )  
15 CASEY; L. PETER SMITH; and )  
16 SANDRA L. SMOLEY, )  
17 Defendants. )

18 I, SCOTT SCHREIBER, being first duly sworn,  
19 on oath say that I am the deponent in the aforesaid  
20 deposition taken on March 21, 2007; that I have read  
21 the foregoing transcript of my deposition, consisting  
22 of pages No. 1 through No. 203, inclusive, and affix  
23 my signature to same.

SCOTT SCHREIBER

24 Subscribed and sworn to  
before me this day of  
2007

Notary Public

Page 204

STATE OF ILLINOIS)

) SS.

COUNTY OF DUPAGE )

1 I, STEPHANIE A. BATTAGLIA, CSR and Notary  
2 Public in and for the County of DuPage and State of  
3 Illinois, do hereby certify that on the 21st of March,  
4 2007, at 10:37 a.m., at 55 West Monroe Street,  
5 Chicago, Illinois, the deponent SCOTT SCHREIBER  
6 personally appeared before me.

7 I further certify that the said SCOTT  
8 SCHREIBER was by me first duly sworn to testify and  
9 that the foregoing is a true record of the testimony  
10 given by the witness.

11 I further certify that the deposition was  
12 terminated at 5:22 p.m.

13 I further certify that I am not counsel for  
14 nor related to any of the parties herein, nor am I  
15 interested in the outcome hereof.

16 In witness whereof, I have hereunto set my  
17 hand and seal of office this \_\_\_\_ of March, 2007.

Notary Public

CSR No. 084-003337 - Expiration Date: May 31, 2007.

Pages 201 to 204



# Exhibit D

Sent via  
Fed Ex early  
morning  
2/21/03

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

IN RE:

CORAM HEALTHCARE CORP. and  
CORAM, INC.,  
Debtors.

Chapter 11  
Case No. 00-3299 (MFW)  
and Case No. 00-3300 (MFW)

Jointly Administered

AFFIDAVIT OF DANIEL CROWLEY

Daniel Crowley, on oath, states as follows:

1. The two draft letters dated May 6 and May 8, 2002, which are numbered CRX00063 to CRX00065 and CRX00071 to CRX00073 were drafts prepared by me and submitted to my attorneys for legal advice.
2. Although the May 8 draft was signed by me, I submitted it to my attorneys for further legal advice before deciding whether to mail it. This is my not infrequent practice when dealing with legal matters.
3. Thereafter, I decided not to mail the letter and, to the best of my knowledge, neither it nor any version of it was ever sent or revealed to the addressee or anyone else other than my attorneys.
4. I never intended that these documents be produced or otherwise disclosed.
5. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 18, 2003

Daniel Crowley  
DANIEL CROWLEY

